

regard to manure disposal, etc. Upon the expiration of the time that performance is commercially impossible, the responsibilities and obligations of the parties shall resume again with full force and effect.

23. Captions. The captions herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

24. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Iowa, without reference to its conflict of law rules.

25. Mediation and Arbitration. In the event of any dispute between ISF and the Grower under this Agreement, the parties acknowledge that the mandatory mediation provisions of Chapter 654B of the Iowa Code (1997) apply. The parties agree that if such mandatory mediation does not result in the resolution of the dispute, the parties will submit such dispute to binding arbitration under Chapter 679A of the Iowa Code (1997). In such event, the arbitration shall be conducted expeditiously in accordance with the Center for Public Resources Rules for Nonadministered Arbitration of Business Disputes. The Center for Public Resources shall appoint a neutral advisor from its National CPR panel. Judgment upon the award rendered by the arbitrators may be entered in the Iowa District Court with jurisdiction over the Facilities. The place of arbitration shall be Des Moines, Iowa. Any arbitration proceedings shall be administered by the neutral advisor in accordance with the CPR rules as he/she deems appropriate, however, the following procedures shall in all events be followed: (1) mandatory exchange of all relevant documents within 45 days after initiation of arbitration; (2) no other discovery; (3) hearing before the neutral advisor which shall consist of a summary presentation by each side of not more than four hours; and (4) the final decision to be rendered within ten days following the conclusion of the hearings.

26. Change in Laws. Notwithstanding any other provision herein, in the event that any law is enacted or any rule is promulgated or any opinion is issued by the office of the Attorney General of the State of Iowa which would have the effect of prohibiting ISF from carrying out the terms of this Agreement in the manner contemplated by ISF at the time of its execution, this Agreement shall be voidable by ISF.

27. Interpretation. The parties agree that each has had an opportunity to negotiate fully the terms of this Agreement and that this Agreement shall not be interpreted in favor of or against the party drafting the Agreement.

THIS AGREEMENT IMPOSES SIGNIFICANT LEGAL OBLIGATIONS ON BOTH ISF AND GROWER. GROWER SHOULD HAVE THIS AGREEMENT REVIEWED BY A LAWYER OF GROWER'S CHOICE PRIOR TO SIGNING IT.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

GROWER

IOWA SELECT FARMS, L.P.

By: Iowa Select Farms, Inc., Its General Partner

By _____
Jeff Hansen, President

Social Security or Tax ID Number

By _____
Mike Blaser, Secretary

ISF INITIALS _____

GROWER INITIALS _____

REVDATE 1210977